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Notice of Service of Process

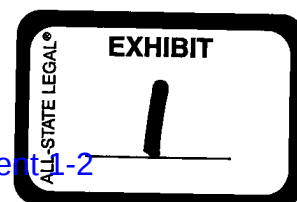
SLM / ALL
Transmittal Number: 11716634
Date Processed: 10/15/2013

Primary Contact: Pamela Hoff
The Travelers Companies, Inc.
385 Washington Street, MC 515A
Saint Paul, MN 55102

Entity:	Travelers Casualty and Surety Company of America Entity ID Number 2319288
Entity Served:	Travelers Casualty & Surety Co. of America
Title of Action:	IEWC Holdings Corp. vs. Travelers Casualty & Surety Co. of America
Document(s) Type:	Summons/Complaint
Nature of Action:	Contract
Court/Agency:	Waukesha County Circuit Court, Wisconsin
Case/Reference No:	13CV02050
Jurisdiction Served:	Wisconsin
Date Served on CSC:	10/15/2013
Answer or Appearance Due:	45 Days
Originally Served On:	CSC
How Served:	Personal Service
Sender Information:	Bartholomew F. Reuter 414-271-4200

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2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | sop@cscinfo.com



STATE OF WISCONSIN

CIRCUIT COURT
BRANCH _____

WAUKESHA COUNTY

IEWC Holdings Corp.,
5001 South Towne Drive
New Berlin, Wisconsin 53151,

Process Server: E. M. [Signature]

Time: 1:30 pm

Date: 10/15/13

Address of serve: 8040 Excelsior Dr #400
Madison, WI 53717

Person Served: _____

13CV02050

Plaintiff,

CASE NO: _____

vs.

☐ Personal
☐ Posted

☐ Substituted
☒ Corporate

Other Contracts - 30303

Travelers Casualty & Surety Co. of America,
One Tower Square
Hartford, Connecticut 06183

Defendant.

CLERK OF COURTS

SEP - 3 2013

THIS IS AN AUTHENTICATED COPY OF AN
ORIGINAL DOCUMENT FILED IN THE CLERK
OF COURTS OFFICE WAUKESHA COUNTY.

COMPLAINT

Plaintiff IEWC Holdings Corp. ("IEWC"), by and through its undersigned counsel, sues defendant, Travelers Casualty & Surety Co. of America ("Travelers"), for damages, alleging as follows:

I.
NATURE OF THE ACTION

1. This breach-of-contract action stems from certain insurance obligations Travelers undertook under one or more crime insurance policies purchased by IEWC. IEWC seeks damages for Travelers's breach of contract under one or more of those policies.

II. PARTIES, JURISDICTION, AND VENUE

2. IEWC Holdings Corp. is a Wisconsin corporation, organized and existing under the laws of the State of Wisconsin. It has its principal place of business at 5001 South Towne Drive, New Berlin, Wisconsin 53151. IEWC is a global distributor of wire and cable. IEWC is the named insured under multiple crime policies that it purchased from Travelers.

3. Travelers Casualty & Surety Co. of America, a stock insurance company, is a Connecticut corporation, organized and existing under the laws of the State of Connecticut. It has its principal place of business at One Tower Square, Hartford, Connecticut 06183. Upon information and belief, Travelers is licensed to engage in the business of insurance in the State of Wisconsin and does substantial business there. Pursuant to Wis. Stat. § 601.715(1), Travelers has appointed CSC Lawyers Incorporating Service Co., 8040 Excelsior Drive, Suite 400, Madison, Wisconsin 53717 as its agent for service of process.

4. This Court has subject-matter jurisdiction over this matter, as provided under Wis. Stat. § 801.04, because this action arises under the state's common law of contract.

5. Travelers entered into a contract through its policy with IEWC to insure IEWC against certain events. IEWC is a Wisconsin corporation, and the events

underlying this cause of action took place in Wisconsin. Pursuant to Wis. Stat. § 801.05(10), therefore, this Court has personal jurisdiction over Travelers.

6. Venue of this action is proper in Waukesha County under Wis. Stat. § 801.50(2)(a) because the claim arose in this county.

III. BACKGROUND FACTS AND ALLEGATIONS

7. IEWC purchased multiple policies from Travelers to insure against theft, fraud, and other criminal acts. The policies included coverage for employee-dishonesty and employee-theft claims.

8. From 2007 to 2011, IEWC employed Stacy Jenson in varying administrative roles, ending with her role as a corporate- and community-relations coordinator.

9. Ms. Jenson either stole or misappropriated IEWC's corporate funds during her employment at IEWC through multiple schemes—namely, the following: (1) a scheme by which she fraudulently placed approximately \$346,000 of personal charges on IEWC's credit card, (2) a scheme by which she caused a vendor to run approximately \$1.2 million in fraudulent charges on a company purchasing card, which she controlled, and (3) a cash fraud by which she caused the company to issue checks to her totaling approximately \$2.2 million for fraudulently generated reimbursement requests.

10. Ms. Jenson's fraud did not become known to IEWC until approximately February 2012, when IEWC began an internal investigation into the matter.

**IV.
COUNT I
BREACH OF CONTRACT**

11. IEWC realleges and incorporates the allegations in all preceding paragraphs as though fully set forth herein.

12. IEWC purchased multiple policies from Travelers to insure against employee theft or fraud—that is, the sort of losses it incurred as a result of Ms. Jenson's employment at IEWC.

13. IEWC submitted a proof of loss to Travelers on June 6, 2012, seeking to recover the \$3,018,927 loss that its forensic auditor had traced to Ms. Jenson's theft, misappropriation, or fraud.

14. Travelers has refused to honor its obligations under one or more of the policies and to pay for any amount of the loss suffered by IEWC.

15. IEWC suffered damages as a direct and proximate result of Travelers's breach of one or more of the insurance policies.

RELIEF REQUESTED

WHEREFORE, IEWC respectfully requests the following relief:

- a. a judgment in its favor and against Travelers in an amount to be proven at trial for all compensatory and exemplary damages, including prejudgment interest, costs and fees, taxed pursuant to law; and
- b. such other and further relief as this Court may deem just and proper.

JURY DEMAND

IEWC hereby demands a trial by jury on all issues triable to a jury.

FOLEY & LARDNER LLP

By: 

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WI Bar No. 1064367
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Attorneys for IEWC Holdings Corp.

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH _____

WAUKESHA COUNTY

IEWC Holdings Corp.,
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New Berlin, Wisconsin 53151,

DREYFUS

13CV02050

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SUMMONS

THE STATE OF WISCONSIN, to each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 45 days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Room C-167, 515 West Moreland Boulevard, Waukesha, Wisconsin 53188, and to

Bartholomew F. Reuter and Eric G. Pearson, of Foley & Lardner LLP, plaintiff's attorneys, whose address is 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5306. You may have an attorney help or represent you.

If you do not provide a proper answer within 45 days, the Court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

FOLEY & LARDNER LLP

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